	Case 3:13-cv-05479-RJB Document 1	Filed 06/14/13 Page 1 of 4
1	Frank M. Washko 14200 NE 132nd Ave.	
2	Brush Prairie, WA 98606 (415) 545-8040	
3	fwashko@tiburonip.com	
4 5	Plaintiff	
6		
7		
8	UNITED STATES	DISTRICT COURT
9	WESTERN DISTRIC	T OF WASHINGTON
10	TACOMA	DIVISION
11		
12	Frank M. Washko,	Case No3:13-cv-5479
13	Plaintiff,	COMPLAINT FOR RREACH OF
14	v.	COMPLAINT FOR BREACH OF CONTRACT
15	SMARTDATA, S.A.,	DEMAND FOR JURY TRIAL
16	Defendant.	
17		I
18		
19		
20		
21		
22		
23		
24		
25		
<ul><li>26</li><li>27</li></ul>		
28		
20		

Case No. 3:13-cv-5479

1	Plaintiff Frank M. Washko, hereby alleges as follows:		
2	<u>PARTIES</u>		
3	1. Frank M. Washko is an individual and resident of the State of Washington,		
4	with an address at 14200 NE 132nd Ave., Brush Prairie, WA 98606.		
5	2. SmartData, S.A. is a company organized under the laws of Switzerland with		
6	its principal place of business at CP 931, Rue de la Fusion 99, 1920 Martigny, Switzerland.		
7	JURISDICTION AND VENUE		
8	3. This action for breach of contract arises under the laws of Washington.		
9	This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332,		
10	because it involves a dispute between a citizen of the United States and a foreign entity or		
11	individual, and because the amount in dispute exceeds \$75,000.		
12	4. Venue is proper in the Western District of Washington under 28 U.S.C. §§		
13	1391(b) and (c), because a substantial part of the events or omissions giving rise to the claim		
14	occurred in Washington and in this Judicial District.		
15	5. This Court has specific and general personal jurisdiction over SmartData,		
16	S.A. because it entered into the contract in dispute in Washington and within this Judicial District		
17	BACKGROUND		
18	6. SmartData, S.A. is a technology company based in Switzerland. SmartData		
19	S.A. is the owner of U.S. Patent No. 7,158,757, entitled "Modular Computer" ("the '757 Patent")		
20	Jean-Pierre Buttet was the sole inventor of that patent.		
21	7. On April 15, 2011, SmartData, S.A. entered into a contract with Frank M.		
22	Washko. At that time, Frank M. Washko was a patent attorney practicing in, and residing in,		
23	Brush Prairie, WA. The contract called for Mr. Washko to assist with the licensing and		
24	enforcement of the '757 Patent.		
25	8. Pursuant to the contract, Mr. Washko would be paid on a contingent fee		
26	basis, with a percentage of the proceeds for the patent being paid to him. The contract further		
27	provided that, if Mr. Washko was terminated from the case, that he would be paid an hourly rate		
28	based on the amount of time he had spent on the case up until the date of termination.		
	1		

Case No. \_\_\_

1	9. Mr. Washko worked on the licensing and enforcement of the patent through	
2	2011 and 2012.	
3	10. On November 25, 2012, SmartData, S.A. terminated Mr. Washko via	
4	email.	
5	11. On November 27, 2012, SmartData, S.A. acknowledged its obligation to	
6	pay the hourly compensation for the work performed. Mr. Washko provided an approximate	
7	amount of time spent on the case. On November, 30, 2012, SmartData, S.A. requested a detailed	
8	accounting of the time spent on the case so it could pay the amount owed. Mr. Washko agreed to	
9	deliver the accounting to SmartData, S.A.	
10	12. In January 2013, Mr. Washko learned that SmartData, S.A. had licensed the	
11	'757 Patent just after terminating him.	
12	13. Mr. Washko provided the detailed accounting to SmartData, S.A. on	
13	January 28, 2013. Mr. Washko emailed the Defendants several times in January, February, and	
14	March regarding payment of the amount owed, but the Defendants have never responded and the	
15	amount remains unpaid.	
16	<u>COUNT I</u>	
17	(Breach of Contract)	
18	14. Frank M. Washko hereby restates and realleges the allegations set forth in	
19	paragraphs 1-13 above and incorporates them by reference, as though fully set forth herein.	
20	15. A contract exists between Frank M. Washko and SmartData, S.A., executed	
21	on April 15, 2011.	
22	16. SmartData, S.A. breached that contract by failing to perform the payment	
23	provisions of that contract.	
24	17. Frank M. Washko was damaged as a result of SmartData, S.A.'s breach and	
25	failure to honor the payment terms of the contract, after his work had been completed.	
26		
27	WHEREFORE, Frank M. Washko prays for the following relief:	
28		

Case No. \_\_\_

## Case 3:13-cv-05479-RJB Document 1 Filed 06/14/13 Page 4 of 4 A. 1 That the Court find and enter a judgment that the Defendants have breached their contract with the Plaintiff; 2 3 B. That the Court award Frank M. Washko reasonable damages for Defendants' breach of the contract of at least \$87,480, plus with pre-judgment and post-judgment 4 interest on the damages awarded; 5 C. 6 That the Court award Frank M. Washko the costs and fees for bringing this suit; and 7 8 D. That the Court award Frank M. Washko any other relief that the Court may 9 deem just, equitable, and proper. 10 11 **DEMAND FOR JURY TRIAL** 12 Frank M. Washko hereby demands a jury trial on all issues so triable. 13 14 Dated: June 16, 2013 Respectfully submitted, 15 By: /s/ Frank M. Washko 16 Frank M. Washko 14200 NE 132nd Ave. 17 Brush Prairie, WA 98606 (415) 545-8040 18 fwashko@tiburonip.com 19 Plaintiff 20 21 22 23 24 25 26 27 28 3

Case No.